

PANGAEA DATACOM LLC LIMITED LICENSE WITH TERMS AND CONDITIONS

(Effective March 2nd, 2024)

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You hereby acknowledge and agree as follows:

1.0 The Pangaea Online Record System ("PORS").

1.1 The PORS includes, without limitation,

1.1.1 Pangaea's on-line computer system including all electronic databases accessed by or through Pangaea's on-line computer system, and individual items within those databases;

1.1.2 All documentation, whether in print or electronic format provided by Pangaea for use in connection with the on-line computer system; and

1.1.3 Any other software, data or information provided by Pangaea or accessible through Pangaea's on-line computer system.

1.2 The PORS may only be used by persons, including You, who have agreed to all the terms of this LICENSE ("Licensed Users").

2.0 OWNERSHIP OF PORS AND USAGE CONDITIONS.

2.1 The PORS is the valuable, exclusive property of Pangaea or its licensors, and nothing in this LICENSE shall be construed as transferring or assigning any ownership or property rights to you or any other person or entity.

2.2 The PORS is protected by law, including, but not limited to, various intellectual property laws, such as copyright laws. Except as allowed in this LICENSE, you may not copy, adapt, distribute, or publicly display the PORS or any portion thereof in any way whatsoever without Pangaea's express, prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices, including watermarks, in or on any portions of the PORS.

2.3. As a Licensed User, you may store in the memory of your computer and may manipulate, analyze, reformat, print and/or display for your sole use the information received or accessed through the PORS pursuant to this LICENSE. You may not mirror, in

whole or in part, the PORS on a hard drive, flash drive, CD or DVD-ROM or other long-term storage medium, without the express written permission of Pangaea.

2.4 Unless separately and specifically authorized in writing by Pangaea, you may not distribute, sell, broadcast, transfer, rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, or store the PORS data, any part thereof, or any of the information received or accessed therefrom to or through any other person or entity who is not a Licensed User.

2.5 Licensed Users may be either Primary Users or Additional Users. Primary Users may access the PORS restricted only by the terms of this License. Additional Users may only access the PORS at the explicit direction of the Primary User through whom the Additional User's account is maintained and only in relation to projects for which the Primary User is responsible.

2.6 Username and password information provided to you is for your use only and may not be shared, even with other Licensed Users (including Additional Users). Subject to the restrictions in Section 2.5, you may, however, store your username and password on a single computer at your principal place of business. Failure to abide by this provision may constitute a material breach of this Agreement and Pangaea reserves the right to revoke this LICENSE immediately and disable your login credentials and/or account should it determine that your username and password is being used in violation of this LICENSE.

2.7 You agree to notify Pangaea as soon as practicable if you have reason to believe username and password information has been lost, stolen or otherwise compromised. You further agree to notify Pangaea as soon as practicable if a Licensed User, whether a Primary User or Additional User, no longer meets the terms of this License. Username and password information in non-transferable and new or substitute Licensed Users must be issued their own username and password.

2.8 You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the PORS without the express, prior written permission of Pangaea.

2.9 The PORS data may be accessed by logging in to the Pangaea website with your username and password and accessing the PORS data while logged on to the Pangaea website. Any other methods of accessing PORS data, including those which circumvent the login requirements of the Pangaea website, are strictly prohibited by the LICENSE and constitute a violation of the terms of this LICENSE.

3.0 Force Majeure.

Neither Pangaea, its and their officers, directors, employees, affiliates, agents, representatives, nor any of its licensors or service providers shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, connect issues, defects, weather, strikes, fire, acts of God, riots, armed conflicts, acts of war, or other similar

causes. Pangaea shall have no responsibility to provide you access to the PORS during interruption of PORS due to any such cause.

4.0 Termination.

This LICENSE and the rights granted hereunder shall remain in full force and effect unless terminated or canceled for any of the following reasons:

4.1 Upon thirty (30) days written notice by either party of its intent to terminate this LICENSE;

4.2 Without notice by Pangaea if you fail to make any applicable payment when due;

4.3 Without notice by Pangaea for any unauthorized access or use by you, including, without limitation: (a) concurrent access of the PORS with the same PORS access information; (b) permitting another person or entity to use your PORS access information; (c) transmitting information from the PORS to another person or entity; or (d) any other access or use of the PORS except as expressly provided in this LICENSE;

4.4 Without notice by Pangaea if you assign or transfer any rights granted to you under this LICENSE, or attempt to do so;

4.5 Without notice by Pangaea, if you tamper with or alter the PORS, or attempt to do so;

4.6 Without notice by Pangaea, if you violate any of the other terms and conditions of this LICENSE. Termination or cancellation of this LICENSE shall not affect any other right or relief to which Pangaea may be entitled.

5.0 WARRANTIES AND LIMITATIONS ON LIABILITY

5.1 THE PORS IS LICENSED "AS IS," AND PANGAEA DISCLAIMS ANY AND ALL WARRANTIES, EXCEPT AS EXPLICITLY PROVIDED HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PORS WILL OPERATE ERROR-FREE. FURTHER, PANGAEA SHALL HAVE NO OBLIGATION TO SUPPORT, MAINTAIN, ENHANCE, OR UPDATE THE PORS FOR YOU.

5.2 THE PORS RELIES ON DATA FROM THIRD-PARTIES. PANGAEA HAS NO CONTROL OVER THIS DATA AND THEREFORE DOES NOT, IN ANY WAY, WARRANTY THE DATA OR ITS FUTURE AVAILABILITY.

5.3 YOU AGREE THAT PANGAEA, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, OR REPRESENTATIVES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PORS FOR ANY PURPOSE WHATSOEVER.

5.4. YOU ACKNOWLEDGE AND AGREE THAT YOU HEREBY ASSUME ALL RESPONSIBILITY, AND AGREE TO HOLD PANGAEA HARMLESS, FOR PREVENTING, DETECTING AND ERADICATING ANY VIRUS, SPYWARE, ADWARE, MALWARE OR SIMILAR PROGRAM(S).

5.5 Except for claims involving intellectual property infringement as provided in Section 5.6, YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PANGAEA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, OR REPRESENTATIVES, FOR AND AGAINST ALL CLAIMS BROUGHT BY PERSONS OR ENTITIES OTHER THAN THE PARTIES TO THIS LICENSE ARISING FROM OR RELATED TO YOUR ACCESS AND USE OF THE PORS, INCLUDING ANY INFORMATION OBTAINED THROUGH THE PORS.

5.6 Pangaea shall indemnify, hold harmless, and defend you against any action brought against you to the extent that such action is based on a claim that the unmodified PORS, when used in accordance with this LICENSE, infringes a United States copyright or patent. PANGAEA shall pay all costs, settlements and damages finally awarded; provided, that you promptly notify Pangaea in writing within ten (10) days of any claim, give Pangaea sole control of the defense and settlement thereof and provide all reasonable assistance in connection therewith. Pangaea shall have no liability regarding any claim arising out of: (1) use of other than a current, unaltered release of the PORS, unless the infringing portion is also in the then current, unaltered release, (2) use of the PORS in combination with nonPangaea software, data or equipment if the infringement was caused by such use or combination, (3) any modification or derivation of the PORS not specifically authorized in writing by Pangaea, or (4) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF PANGAEA AND THE EXCLUSIVE REMEDY FOR YOU RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR PATENT RIGHT BY THE PORS.

5.7 NOTWITHSTANDING THE ABOVE PROVISIONS, IF, AT ANY TIME, THERE SHOULD BE DETERMINED TO BE ANY LIABILITY ON THE PART OF PANGAEA BY VIRTUE OF THIS LICENSE, SUCH LIABILITY IS AND SHALL BE LIMITED TO A SUM EQUAL IN AMOUNT TO TEN (10%) PERCENT OF THE SUMS PAID TO PANGAEA BY YOU UNDER THE TERMS OF THIS AGREEMENT OR \$1000.00, WHICHEVER IS GREATER, AS LIMITED DAMAGES AND NOT AS A PENALTY. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE.

5.8 The PORS may provide links to other web sites or resources. Because Pangaea has no control over such sites and resources, you acknowledge and agree that Pangaea is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Pangaea shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

6.0. Injunction and Liquidated Damages

You agree and acknowledge that through the PORS, you are being provided with information that you could only obtain elsewhere, if at all, at significantly greater cost. The parties agree that in the event you breach this Agreement by intentionally redistributing Pangaea data to a person or entity without a Pangaea license, PANGAEA shall be irreparably harmed and entitled to an immediate injunction against you preventing further disclosure of PORS data to any third party. Pangaea shall also be entitled to recover its damages resulting from a breach of this Agreement. The parties acknowledge that specific damages for the act set forth above would be difficult to determine. Copyright law provides for damages of up to \$150,000 per infringement in cases of willful violations. 17 U.S.C. § 504(c)(2). The parties agree that this statute provides a reasonable basis for setting an appropriate damage amount, therefore, should you breach this Agreement by committing the act set forth above, Pangaea shall be entitled to liquidated damages in the sum of \$150,000 per violation of this LICENSE.

7.0. No Conflicting Terms

Except as set forth in Section 13.0, in the case of any conflict between this LICENSE and any other document provided by Pangaea, this LICENSE shall govern, whether such other document was prepared prior to or subsequent to this LICENSE, or signed or acknowledged by any director, officer, employee, representative or agent of Pangaea.

8.0. Dispute Resolution and Binding Arbitration

8.1 This LICENSE shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its choice of laws or principles.

8.2 If Pangaea or its representatives take action to enforce any of the provisions of this LICENSE, including collection of any amounts due hereunder, Pangaea shall be entitled to recover from you, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary costs of any litigation, but excluding attorney's fees.

8.3 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8.3.1 The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney.

8.3.2 The place of arbitration shall be Oklahoma City, Oklahoma.

8.3.3 Either party may apply to the arbitrator(s) seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

8.3.4 At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the Chair of the arbitration panel, and for good cause shown. Each deposition shall be limited to a maximum of one day's duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

8.3.5 The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees.

8.3.6 Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

9.0. Severability

The illegality, invalidity or unenforceability of any part of this LICENSE does not affect the legality, validity or enforceability of the remainder of this LICENSE. If any part of this LICENSE is found to be illegal, invalid or unenforceable, this LICENSE will be given such meaning as would make this LICENSE legal, valid and enforceable in order to give effect to the intent of the parties.

10.0 Survivability

The following sections of this LICENSE remain effective after the termination of this LICENSE: 2.1, 2.2, 2.3, 2.4, 2.6, 2.8, 4.6, 5.0, 6.0, 8.0 and 9.0.

11.0 Pricing

11.1 Subscription pricing for accessing the PORS is \$225 per month for the Primary User and \$95 per month for each Additional User.

11.2 This price may be modified from time to time by Pangaea, provided, however, that Licensed Users will be notified thirty (30) days before any such modifications are to take

effect. You expressly agree that any such modification become an enforceable part of this LICENSE once said thirty (30) days have elapsed and agree to be bound by the modified terms therein as long as you continue to be a Primary User and/or Additional User.

12.0 Amendments

The terms and conditions of this LICENSE may be modified from time to time by Pangaea, provided, however, that Licensed Users will be notified thirty (30) days before any such modifications would take effect as to them. If you do not agree with the modifications to this LICENSE, you may cancel your subscription to the PORS within the thirty (30) day period. However, you expressly to be bound by the terms of any such modifications once said thirty (30) days have elapsed if you continue to be a Licensed User.

13.0 Entire Agreement.

This LICENSE constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and Pangaea, INCLUDING, BUT NOT LIMITED TO, THE LANDING PAGE FOR THIS LICENSE AGREEMENT.